

**RESTRICTIVE COVENANTS FOR
CEDAR CREEK PROPERTIES
PHASE 2**

WHEREAS, CEDAR CREEK PARTNERS, a Limited Partnership, to be referred to in these covenants as "Developer", does hereby impose the following covenants, restrictions, and charges upon the real property platted and recorded in Instrument No. 2024-731 of the Plat Records of Rains County, Texas in the name of CEDAR CREEK PROPERTIES, PHASE 2, a residential addition located in Rains County, Texas, and being more fully described as follows:

ALL that certain 29.04 acre lot, tract or parcel of land situated in the Thomas D. Brooks Survey, Abstract No. 14, Rains County, Texas, and being part of the same land as a called 260.59 acre tract (Tract One) conveyed from Joel C. Lennon and wife, Stacy Lennon and Rodney C. Lennon and wife, Susan E. Lennon to Cedar Creek Partners by Warranty Deed recorded in File #2022-1767, Official Public Records, Rains County, Texas, (O.P.R.C.T.), and part of a cul-de-sac at the west end of Private Road 5440 as shown on the plat of Cedar Creek Properties, Phase 1, according to the plat thereof as recorded in Volume 7, Page 15, Plat Records, Rains County, Texas, (P.R.R.C.T.), said 29.04 acre tract being described by metes and bounds as follows:

BEGINNING at a capped 1/2 inch iron rod (Tri-Point Surveying) found within said 260.59 acre tract at the southwest corner of Lot 6, Block 3, of said Cedar Creek Properties, Phase 1, for a corner;

THENCE South 89 Degrees 03 Minutes 37 Seconds West across said 260.59 acre tract a distance of 2341.11 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set for a corner;

THENCE North 12 Degrees 04 Minutes 16 Seconds West across said 260.59 acre tract a distance of 30.47 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set for a corner;

THENCE South 77 Degrees 55 Minutes 44 Seconds West across said 260.59 acre tract a distance of 60.00 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set for a corner at the beginning of a curve to the right having a central angle of 10 Degrees 57 Minutes 16 Seconds and a radius of 2115.78 feet, being subtended by a chord bearing of North 06 Degrees 35 Minutes 38 Seconds West and chord length of 403.90 feet;

THENCE across said 260.59 acre tract and along said curve an arc distance of 404.52 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set at the end of said curve for a corner;

THENCE North 88 Degrees 53 Minutes 00 Seconds East across said 260.59 acre tract a distance of 60.00 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set for a corner;

THENCE North 01 Degrees 07 Minutes 00 Seconds West across said 260.59 acre tract a distance of 111.57 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) set for a corner;

THENCE North 89 Degrees 03 Minutes 37 Seconds East across said 260.59 acre tract a distance of 2352.11 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) found at the northwest corner of Lot 7, Block 2, of said Cedar Creek Properties, Phase 1, for a corner;

THENCE South 00 Degrees 56 Minutes 23 Seconds East along the west line of said Lot 7, Block 2, a distance of 236.00 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) found at the southwest corner of said Lot 7, Block 2, and on the north right of way of said Private Road 5440 (60' right of way) at the point of curvature of said cul-de-sac at the west end of said road for a corner;

THENCE South 89 Degrees 03 Minutes 37 Seconds West across said cul-de-sac and along the extension of the north right of way of said Private Road 5440 a distance of 190.79 feet to a point on the west line of said cul-de-sac and the west line of said Cedar Creek Properties, Phase 1, for a corner, from said point, a capped 1/2 inch iron rod (Tri-Point Surveying) set bears North 89 Degrees 03 Minutes 37 Seconds East a distance of 3.19 feet for a reference,

and said point being at the beginning of a curve to the left having a central angle of 34 Degrees 54 Minutes 55 Seconds and a radius of 100.00 feet, being subtended by a chord bearing of South 00 Degrees 56 Minutes 23 Seconds East and chord length of 60.00 feet;

THENCE along the west line of said Cedar Creek Properties, Phase 1, and the west line of said cul-de-sac at the west end of said Private Road 5440 an arc distance of 60.94 feet to a point for a corner;

THENCE North 89 Degrees 03 Minutes 37 Seconds East across said cul-de-sac and along the extension of the south right of way of said Private Road 5440 a distance of 224.69 feet to a capped 1/2 inch iron rod (Tri-Point Surveying) found at the northwest corner of said Lot 6, Block 3, for a corner, said point bears North 89 Degrees 03 Minutes 37 Seconds East a distance of 33.90 feet from a capped 1/2 inch iron rod (Tri-Point Surveying) found at beginning of said cul-de-sac for a reference;

THENCE South 00 Degrees 56 Minutes 23 Seconds East along the west line of said Lot 6, Block 3, a distance of 236.00 feet to the POINT OF BEGINNING and containing 29.04 acres of land, more or less, of which 0.45 acres lies within the existing cul-de-sac at the west end of said Private Road 5440.

Said restrictions, easements, and charges shall be covenants to run with the land and shall be binding on all parties now or hereafter owning or having, by written contract or oral agreement, the use of the real property in the above-named subdivision. Developer has devised a general plan for the entire Property as a whole, with specific provisions for particular parts and parcels of the Property. This general plan provides a common scheme of development designed to protect and safeguard the Property over a long period. This general plan and these covenants shall benefit the Property in general, the parcels and lots that constitute the Property, Developer, and each successive owner of an interest in the Property.

Developer further stipulates and provides that any person, group of persons, or entity owning lots in the subdivision may exercise authority independent of the Developer to enforce these restrictions nor is the developer required to participate in any enforcement actions commenced by any person, group of persons, or entity authorized by this document, at law or in equity, against any person, persons, or entity violating or attempting to violate any of the below listed covenants, or easements, and that beneficiaries of record easements may enforce said easements, at law or in equity, against any person, persons, or entities violating or attempting to violate any of the below listed covenants, restrictions or easements, to-wit:

1. Property may be used for residential purpose only. No business or commercial enterprise may be operated that constitutes a retail business from the property. However, home based enterprise may be conducted from the privacy of a single-family residence or outbuilding insofar as there is no disruptive delivery/pickup traffic within the subdivision associated with the business or noise created by activities of such enterprises cannot be a nuisance to property owners of Cedar Creek Properties subdivision. No residence or dwelling shall be used as a short-term rental, such as an Airbnb or Vrbo, or leased for a term of less than ninety (90) days.
2. All building plans and specifications, to include site-plans and drainage specifications, for homes constructed with the intent of resale such as a spec house, shall be submitted to Developer and approved by Developer prior to the commencement of any construction.
3. Only one single family resident may be placed, erected, or be permitted on any lot. Only new site-built structure may be erected as a resident structure. Construction activities must be completed within 9 months from the date construction commences.
4. All homes must be comprised of a minimum of 1,850 square feet (as measured from outside foundation line) of heated and cooled living space, a minimum of 2,350 square feet (as measured from outside of foundation line) of under roof area. Exterior elevation fronting a Private/County Road must utilize masonry material for a minimum of 30 percent of the exterior wall area, unless using hardy board (concrete board) which can be used at 100% of exterior building material. Metal panel siding may not be used for a residence structure.

5. All building colors must be used to facilitate in blending into the neighborhood and unify each development. The color shades of all building materials used must draw from the range of color shades that already exist in the area. The use of high intensity and neon colors is prohibited.
6. Walks, drives, fences, and retaining walls, may be placed at the edge of a property line. The front of a residence structure shall be set back at least thirty (30) feet from a Private/County Road Right of Way and a setback of at least fifteen (15) feet to the side of a residence structure. At least a fifteen (15) feet side yard setback is required for lots with Private/County Road Right of Ways on two sides. Under special circumstances, as determined by the Developer, its successors or assigns, revisions of specific setback requirements to accommodate individual situations may alter these specific dimensions. All dimensions given in this paragraph, front, rear, and sides are considered setbacks for the purpose of these restrictions.
7. Two (2) detached structures may be located on any one lot. These detached buildings may be located on the side and/or rear lawn areas only. Move on storage structures are permitted. Recreational vehicle awnings are permitted on side and rear lawn areas only. Structures must be set back a minimum of three (3) feet from side property lines and rear property line. Structures must be completely flashed and trimmed, and they must be constructed over a hard surface pad. Baked enamel siding commonly referred to as R Panel (26 gauge or greater) is permitted but sheet metal and corrugated tin of a type commonly used on barns is expressly prohibited.
8. Two (2) or more lots can be joined together for the purpose of establishing a single lot. For the purpose of these restrictions, the adjoining property will be treated as a single lot; for voting purposes, every originally platted lot maintains its one vote status. The adjournment is consummated when a structure is built over an original platted lot line. Fences, drives, walks and retaining walls are not considered as structures.
9. A lot may be divided between adjacent lots, in which case each lot and that added portion of the divided lot shall, for the purpose of these restrictions, assume the character of a single lot. The divided lot surrenders its vote authority. Loss of vote authority takes effect at which time a deed referencing a change of ownership, or the division of a lot, is filed for Record in the Real Property Records in Rains County, Texas.
10. All drives and parking areas must be constructed of concrete or type-D hot mix asphalt. No vehicles can be kept at the edge of a Private/County Road or in the front lawn area of a residence. All motor vehicles and trailers must be parked on a hard surface.
11. All lots shall be maintained and mowed regularly in a neat and orderly manner.
12. Stored vehicles must be parked behind the front wall of a residence structure. These vehicles must be kept on a hard surfaced area. If an awning is constructed for a vehicle or trailer, it is considered as one detached storage building. No trailer, van, camper, or recreational vehicle shall be used as a dwelling while located within the subdivision. Visitors arriving in such vehicles will be permitted to occupy them up to fourteen consecutive days, but not more than fourteen days in any 30-day period.
13. Disabled, unlicensed, or unregistered vehicles undergoing restoration may be kept on the property. These vehicles must be stored or kept in the back lawn area of the residence. These vehicles shall be covered from view in addition to being placed on a hard surface area. Except for recreational vehicles, no vehicles rated larger than one ton by the manufacturer can be parked, kept, or stored on the property. Except for recreational camper trailers with a single axle weight capacity over 9,000 pounds can be parked, kept, or stored on the property.
14. No person, persons, or entity shall cause water runoff to drain in a manner to cause damage or pond on any property in the subdivision. A drainage plan must be prepared prior to commencing any water runoff constricting landscaping or construction activities. Consultation and agreement of adjoining lot owners affected by activity is mandatory.
15. All fences much be approved in writing by the Developer prior to installation and constructed out of wood, black chain link, wrought iron, or board fencing (stone, vinyl, etc.). All fences must be not exceed a height of 6 feet. Fences must be built of new material, must be maintained aesthetically

and structurally and shall not become a hazard to the subdivision's occupants. Deteriorated and damaged fences must be removed or replaced.

16. No tent, shack, manufactured home, mobile home, modular home or other off site construction home, garage apartment, stable or barn shall be placed, erected, or be permitted to remain on the property.

17. No hogs, goats, cattle, horses, roosters, donkeys, sheep or other animals considered undesirable in residential addition shall be raised, bred, or kept on any property within the subdivision. No animals shall be raised, bred or kept, for commercial purposes. Any animals residing in the subdivision shall not become a nuisance or health hazard for any of the residents of the subdivision.

18. No part of the property shall be used or maintained as a dumping ground for rubbish, trash, or abandoned cars, and no garbage or other waste shall be kept except in sanitary containers. No owner or user of the property shall park, place, or cause to remain on the property or knowingly permit to remain on the property, any dismantled automobile, abandoned automobile, racing automobile, truck-tractor, motorcycle remains, or lawnmower remains.

19. No water well may be located or drilled in a location that will restrict the use or cause loss of value to any adjacent lots. Permanent or temporary swimming pools and playground equipment may be erected or constructed in rear lawn areas only and are also setback at least three (3) feet from property lines.

20. In the event any owner is in violation of these Restrictive Covenants, after written notice, Developer may enter upon any lot and remediate any violations and assess a lien against the lot for the cost of remediation.

21. Cedar Creek Partners, a Limited Partnership, its successors or assigns, may amend these Covenants as applied to lots owned by Cedar Creek Partners, a Limited Partnership, its successors or assigns, to accommodate unforeseen and unique situations that may arise. An amendment executed by Cedar Creek Partners, a Limited Partnership, its successors or assigns, does not require consent of Cedar Creek Properties subdivision property owners.

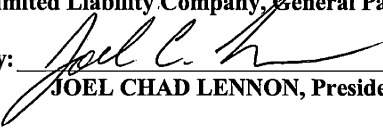
22. In the event Cedar Creek Partners, a Limited Partnership, does not own property within Cedar Creek Properties subdivision or ceases to exist, the property owners of Cedar Creek Properties subdivision shall become self-governing. Property owners will assume the authority to Amend the Restrictive Covenants or the then in force Restrictive Covenants at the time of becoming self-governing. Each lot exercises one (1) vote for the purpose of amending these restrictive covenants. Any amendments require 51% of the votes to become effective. These amendments are to be effective when documented and referencing these Restrictive Covenants or any amended Restrictive Covenants, signed by the approving property owners before a Texas Notary and recorded in the Real Property Records of Rains County, Texas. The authority to invalidate the Restrictive Covenants is expressly granted by this Covenant.

23. Invalidation of any one or more of these covenants and restrictions by judgment of any court shall in no ways affect any of the other covenants, restrictions, and provisions herein contained, which shall remain in full force and effect. A property owner shall be liable to the Developer, its successors or assigns, for all cost and attorney's fees incurred by Developer in the enforcement of these Restrictive Covenants against such property owner.

DATED this 17th day of April, 2024.

CEDAR CREEK PARTNERS, a Limited Partnership

By: LENNON PROPERTIES, LLC, a Texas Limited Liability Company, General Partner

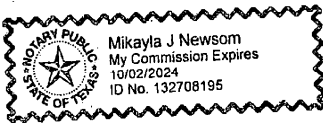
By: 
JOEL CHAD LENNON, President

STATE OF TEXAS §

COUNTY OF RAINS §

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **JOEL CHAD LENNON**, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said **LENNON PROPERTIES, LLC, a Texas Limited Liability Partner, as General Partner of CEDAR CREEK PARTNERS, a Limited Partnership**, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 17th day of April, 2024.



Mikayla J Newsom
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Curtis & Alexander, P.C.
P.O. Box 38
Emory, Texas 75440

AFTER RECORDING RETURN TO:
Curtis & Alexander, P.C.
P.O. Box 38
Emory, Texas 75440

2024-747
MANDY SAWYER
COUNTY CLERK
2024 Apr 19 at 03:53 PM
RAINS COUNTY, TEXAS
By: *M. Argason* Page 5 DEPUTY